

PROJECT MANUAL INDEX
Town of Montverde
Morningside Drive Water Main Replacement

Bidding Requirements, Contract Forms, and Conditions of the Contract

00010 Project Manual Index
00100 Invitation for Bids
00200 Instructions to Bidder
00410 Bid Form
00510 Notice of Award Form
00520 Agreement Form
00530 Notice to Proceed Form
00605 Performance Bond Form
00610 Payment Bond Form
00615 Material and Workmanship Bond Form
00617 Consent of Surety to Final Payment
00620 Insurance Certification
00626 Certificate of Substantial Completion
00627 Certificate of Final Completion
00640 Contractor's Partial Release of Lien
00645 Contractor's Release of Lien (Final and Complete)
00646 Subcontractor / Supplier's Release of Lien (Final and Complete)
00950 Change Order Form

Division 1 - General Requirements

01110 Summary of Work
01270 Measurement and Payment
01310 Administrative Requirements
01315 Preconstruction Video
01320 Project Completion Schedule
01410 Regulatory Requirements
01420 References
01450 Quality Control
01520 Temporary Facilities and Controls
01630 Product Selection and Substitution Procedures
01750 Contract Close Out

SECTION 00200

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 Bidding Documents

- A. Bidding Documents include the Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- B. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.02 Bidder Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the Engineer a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Engineer at least seven (7) days prior to the bid opening date. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

1.03 Examination of Documents and Inspection of Site

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions, which could have been determined by such examinations.

1.04 Certificates and Licenses

Bidders must be properly licensed to perform the Contract Work. Proper licensing shall be as defined by Florida Statutes.

1.05 Public Entity Crimes - Denial or Revocation of Right to Transact Business With a Public Entity

Per Florida Statutes (FS) 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as

a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

1.06 Florida Trench Safety Act

Bidders must comply with the Florida Trench Safety Act (FS 553.60-553.64), by completing and submitting with the sealed bid the Trench Safety Statement Form, a copy of which is included as part of these Contract Documents.

1.07 Rejection of Bidders Under Litigation

The Owner reserves the right to reject the Bid of any Bidder who is behind, as determined by the Owner or Engineer, on the completion schedule for any existing contracts; who has failed to properly progress work on any construction contract with any governmental agency within the past five (5) years; who is currently under litigation with the Owner; who is in litigation with any governmental agency within the past five (5) years; who is involved in any dispute resolution procedure with any governmental agency within the past five (5) years; who has previously defaulted on a contract with any governmental agency within the past five (5) years; or who has previously failed to satisfy all requirements related to life safety including, but not limited to, the maintenance of traffic provisions on existing or previous agreements with any governmental agency within the past five (5) years.

1.08 Form of Bid

- A. Each Bid shall be submitted on the Bid Form included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid and fills in information, which is then changed, each change must be initialed by the person signing the Bid.
- B. The Bidder must fill in all unit prices, total prices, and total amounts. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.
- C. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered.

1.09 Submission of Bids

- A. Submit two duplicate originals of the Bid and all other documents required to be submitted with the Bid. Enclose in a single sealed opaque envelope, addressed to the party receiving the Bids. Label on the outside of the envelope the Project name, project number (if applicable), and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
- B. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids or any extension thereof made

by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.

- C. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.

1.10 Modification and Withdrawal of Bids

- A. Bids may not be modified after submittal; however, they may be withdrawn at any time prior to the Bid Opening time and date.
- B. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as addended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.
- C. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified under "Submission of Bids".
- D. If a Contract is not awarded within 90 calendar days after opening of Bids, a Bidder may file a written request with the Owner for the return of his Bid.

1.11 Basis of Award

- A. Except in cases where the Owner exercises the right to reject all Bids, the Contract will be awarded by the Owner, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the lower individual or combination Bid.
- B. The lowest Bid will be determined by comparison of the "Total Base Bid" stipulated on the Bid Form, plus any combination of Additive or Deductive Alternate Bid Items of the Owner's choosing. If the stated "Total Base Bid" conflicts with the sum of the Total Prices on the Bid Schedule, then the sum of the Total Prices prevails. The Total Price for each item is the stated unit price times the quantity.
- C. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.

1.12 Responsiveness Requirements

- A. All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may be result in the Bidder being judged non-responsive. Bids from non-responsive bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsible, the Bidder shall submit the following:
 - 1. Bid Form with all of the following properly completed:
 - a) Name, address, and telephone number of Bidder.

- b) Acknowledgment of receipt of all Addenda.
 - c) Bid Amount, including Unit Prices and Total Prices for all Items including all alternate items.
 - d) The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. Signatures and dates required. A bid submitted by a partnership shall be signed in the name of the firm by one or more of the partners.
2. Florida Trench Safety Act Statement.
- C. If the Invitation to Bids requires attendance at a mandatory Pre-Bid meeting, then Bids submitted from Bidders who do not attend the mandatory Pre-Bid meeting will be judged non-responsive.

1.13 Responsibility Requirements

- A. All Bidders are required to be responsible. Failure to meet any of the responsibility requirements set forth herein may result in the Bidder being judged non-responsible. Bids from non-responsible bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsible, the Bidder shall meet the following standards:
- 1. The Bidder shall be properly licensed and shall have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), partnership, or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the Owner.
 - 2. The Bidder shall have at least three (3) years of experience as a prime contractor.
 - 3. The Bidder shall have performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work.
 - 4. The Bidder shall be able to comply with the required completion schedule for the project.
 - 5. The Bidder shall have adequate financial resources to perform the work, and shall have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets. The Bidder shall be able to demonstrate this by being able to provide a current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures.
 - 6. The Bidder shall conform with the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

1.14 Bidder Evaluation Submittal Requirements

- A. Within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Bidder shall submit the following information to the Owner

or Engineer for evaluation to determine compliance with the responsibility requirements. The following information may also be required to be submitted by the second and third low bidders within 7 calendar days, if notified by the Owner or Engineer.

1. Provide a statement of the Bidder's organization, including resumes of key personnel, especially those personnel proposed for work on this Project.
2. Provide a summary of the Bidder's construction experience as a prime contractor. Provide names, addresses, phone numbers, and contact persons for references. List current and past construction projects, name of Owner, Owner contract name and telephone number, and include information on amount of contract, major construction items and quantities.
3. Provide a current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures. The financial statement shall include, as a minimum, an income statement, a statement of changes and related footnotes, a balance sheet, and certification that the financial status of the company has not materially changed since the audit.
4. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
5. Provide a list of all sub-contractors to be utilized by the Bidder for the contract work.
6. Submit copies of all construction licenses.
7. Provide a statement indicating whether or not the Bidder is or has been under litigation or dispute resolution procedure with any governmental agency within the past 5 years.

1.14 Award of Contract

- A. If the contract is to be awarded, the Owner or its agent will deliver to the successful low bidder a Notice of Award and Agreement form within ninety (90) days after the day of the bid opening. The successful low bidder shall sign and return the Agreement and required bonds and insurance within fourteen (14) days of receipt of the Notice of Award.
- B. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.

1.15 Bonds and Insurance

- A. Upon award of the contract, the Bidder, simultaneously with the execution of the Agreement, shall furnish certificates of insurance, insurance certification, performance bond, and payment bond. The forms of the bonds and insurance certification, including bonding amounts and duration and insurance coverage required are included in the Bidding Documents.

- B. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of the County where the improvement is located in accordance with FS 255.05.

1.16 Waiver

Each Bidder agrees to waive any claim it has or may have against the Owner, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 00410

BID FORM

PART 1 GENERAL

1.01 Description

The following Bid, for the Morningside Drive Water Main Replacement, is hereby made to Town of Montverde, hereafter called the Owner. This Bid is submitted by (1)

(1) Name, address, and telephone number of Bidder

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual and Drawings identified within the Project Manual.
 - 2. Addenda: Number _____ Dated _____
 Number _____ Dated _____
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:
 - 1. To hold this Bid open for 90 calendar days after the bid opening date.
 - 2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
 - 3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.
 - 4. To accomplish the work in accordance with the Contract Documents.
 - 5. To begin work not later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the work within 90 calendar days of the date of the Notice to Proceed.
 - 7. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.03 Lump Sum Price

The undersigned will construct this project for the Base Bid Lump Sum Price of \$ _____ Dollars (\$ _____).

1.04 Schedule of Values

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to construction of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits. Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed.

Item #	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization/General Conditions	LS	1		
2	Project Closeout/Record Drawings	LS	1		
3	Construction Testing	LS	1		
4	Site Work	LS	1		
5	Pipe and Appurtenances	LS	1		
GRAND TOTAL				\$	

1.04.01 BID ITEM NO. 1 – MOBILIZATION/GENERAL CONDITIONS

Measurement and payment for this Bid Item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project, permitting coordination and fees, and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Mobilization includes, but it not limited to: preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies/ facilities.

1.04.02 BID ITEM NO. 2 – PROJECT CLOSEOUT/RECORD DRAWINGS

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to perform the required project close out and record drawings.

1.04.03 BID ITEM NO. 3 – CONSTRUCTION TESTING

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to perform the required construction testing. Construction testing shall include, but not limited to, pressure, bacteriological, and density tests.

1.04.04 BID ITEM NO. 4 – SITE WORK

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to perform the required restoration of all disturbed areas due to construction, this includes but is not limited to grading, seeding, sodding, and mulching, and required restoration of all sidewalks, driveways, curbs, and gutters.

1.04.05 BID ITEM NO. 9 – 2” PIPE AND APPURTENANCES

Payment for all work included in this Bid Item shall be made at the Contract lump sum for furnishing and installing 6-inch ductile iron piping, including required fittings, restraints, and/or adapters, service laterals, valves, fire hydrants, meters, meter boxes, tapping sleeve and valves, air release valve, and appurtenances, as shown on the Contract Drawings and listed on the Bid Form.

1.05 Miscellaneous Requirements and Affirmations

- A. Proposals (Bids) must be on the Bid Form.
- B. I have attached the following required fully executed forms to this Bid:
 - a. Bid Security complying with the requirements of the Bidding Documents.
 - b. Trench Safety Statement - Section 00430

1.06 RESPECTFULLY SUBMITTED, signed and sealed this _____ day of _____, _____.

Contractor

By (Signature) Date

Printed Name and Title

Business Address

City State Zip Code

(CORPORATE SEAL)

Telephone No. Facsimile No.

E-Mail Address

ATTEST:

By (Signature)

Date

Printed Name and Title

END OF SECTION

**SECTION 00510
NOTICE OF AWARD FORM**

TO: _____

NAME OF PROJECT: _____

The OWNER has considered the BID submitted by you, dated _____ for the above described WORK in response to the Invitation for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for BID items in the amount of \$ _____.

You are required by the Instructions to Bidder to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and insurance within fourteen (14) calendar days from receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____.

OWNER: _____
(Name of OWNER)

By (Signature)

(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, _____.

By

Printed Name and Title

END OF SECTION

SECTION 00520
AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made this ____ day of _____, _____, by and between 1) _____, hereinafter called the Owner, and 2) _____, doing business as a 3) _____, and hereinafter called the Contractor.

- 1) *Name of Owner*
- 2) *Name of Contractor*
- 3) *Corporation, Partnership, Sole Proprietor*

1.02 The Owner and Contractor agree as follows:

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the 4) _____.

4) *Name of Project identified in Invitation for Bids*

C. Contract Time

The Contractor shall begin work within 10 days after the issuance of a written Notice to Proceed and shall substantially complete the work within 5) _____ calendar days from the date of the Notice to Proceed. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

5) *As specified in paragraph 1.02/C/5 of the Bid Form*

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500.00 each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above. \$5,000 of the Total Contract Price shall be consideration for inclusion of this Liquidated Damages provision.

E. Contract Price

Unit Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of _____ Dollars (\$_____). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. The Owner is not obligated to reduce retainage at any time during the Contract, but may choose to do so at its discretion once the Work is at least 75% complete.

H. Engineer

The Project has been designed by Kimley-Horn and Associates., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

Name of Firm

By (Signature)

(SEAL)

Printed Name and Title

ATTEST:

By (Signature)

Printed Name and Title

OWNER:

Name of Owner

By (Signature)

(SEAL)

Printed Name and Title

ATTEST:

By (Signature)

Printed Name and Title

END OF SECTION

SECTION 00530

NOTICE TO PROCEED FORM

TO: _____

DATE: _____

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____ . This Notice authorizes the CONTRACTOR to commence construction, and, in accordance with the Agreement, all work shall be substantially complete within _____ calendar days of the date of this Notice to Proceed. Therefore, the date of substantial completion is _____ . The date of Final completion is _____ .

ISSUED BY: _____
(Name of OWNER)

By (Signature)

(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged by _____
_____ this _____ day of _____, _____ .

By

Printed Name and Title

END OF SECTION

SECTION 00605
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto 1) _____
hereinafter called OWNER, in the full and just Sum of _____
_____ DOLLARS (\$ _____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be
less than one hundred ten percent (110%) of the Contract Price.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Agreement with the OWNER, dated the ____ day of _____,
_____ a copy of which is hereto attached and made a part hereof for the construction of 2) _____

1) *Name of Owner*

2) *Name of Project identified in Instructions to Bidders*

This bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes
and the Agreement referenced above, as the same may be amended.

The Surety shall be bound by any and all alternative dispute resolution awards and settlements
to the same extent as CONTRACTOR is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions,
and agreements of said Agreement including, but not limited to the insurance
provisions, guaranty period and the warranty provisions, in the time and manner
prescribed in the Agreement, and

2. Pays OWNER all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and
3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the OWNER for all such loss or damage.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's work under the Agreement under the Bond. The following shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, (ii) Surety's offers to OWNER to buy back the Bond, and (iii) Surety's election to do nothing under the Bond shall be construed as a material breach of the Bond and bad faith by the Surety. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by OWNER.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon OWNER's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by OWNER and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or nay default under the Agreement granted by OWNER to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral and bilateral) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide common law rights more expansive than as required by statute. The Surety agrees that this Bond shall be construed as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, _____.

ATTEST: _____

Secretary (Principal)

Typed Name

(CORPORATE SEAL)

(Witness to Principal)

Typed Name

ATTEST:

(Surety) Secretary

Typed Name

(CORPORATE SEAL)

Witness as to Surety

Principal (Contractor)

By (Signature)

Typed Name and Title

Address

City, State, Zip

Telephone No. Facsimile No.

Surety

Telephone No. Facsimile No.

By: _____
Attorney-in-Fact

Typed Name

Typed Name

Witness as to Surety

Address

Typed Name

City, State, Zip

Telephone No. Facsimile No.

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

ATTACH a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

SECTION 00610

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto 1) _____
hereinafter called OWNER, in the full and just Sum of _____
_____ DOLLARS (\$) _____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be
less than one hundred ten percent (110%) of the Contract Price.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Agreement with the OWNER, dated the ____ day of _____, _____
_____ a copy of which is hereto attached and made a part hereof for the construction of 2) _____

3) *Name of Owner*

4) *Name of Project identified in Instructions to Bidders*

The Surety shall be bound by any and all alternative dispute resolution awards and settlements
to the same extent as CONTRACTOR is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make
payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal
with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the
Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain
in full force and effect subject, however, to the following conditions:

4. This Bond is furnished for the purpose of complying with the requirements of
Section 255.05, Florida Statutes, as the same may be amended.

5. Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

6. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by OWNER and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Agreement granted by OWNER to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

7. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral and bilateral) or other modifications to the Agreement or Contract Documents.

8. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, _____.

ATTEST:

Secretary (Principal)

Typed Name

Principal (Contractor)

By (Signature)

Typed Name and Title

(CORPORATE SEAL)

Address

City, State, Zip

(Witness to Principal)

Telephone No.

Facsimile No.

Typed Name

ATTEST:

(Surety) Secretary

Surety

Typed Name

Telephone No.

Facsimile No.

(CORPORATE SEAL)

Witness as to Surety

By: _____

Attorney-in-Fact

Typed Name

Typed Name

Witness as to Surety

Address

Typed Name

City, State, Zip

Telephone No.

Facsimile No.

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

ATTACH a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

SECTION 00615

MATERIAL AND WORKMANSHIP BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to as "Principal" and _____, hereinafter referred to as "Surety" are held and firmly bound unto 1) _____, hereinafter referred to as the OWNER in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ _____ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has constructed certain improvements, including roadways, utilities, curbs, storm drains and other appurtenances in that certain Project described as 2) _____, and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated _____, _____ and filed with the Purchasing Office of OWNER; and

WHEREAS, the Principal warrants and guarantees to the OWNER that all work, labor, materials, equipment and services furnished and performed has been done in a good and workmanlike manner and is of the highest quality, free from defects; and

WHEREAS, Principal is obligated to protect the OWNER against any defects resulting from faulty Materials or Workmanship of said improvements and to maintain said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the OWNER against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from the date of Final completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

- 1) *Name of Owner*
- 2) *Name of Project identified in Instructions to Bidders*

The OWNER shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from OWNER, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to correct said Defects, the OWNER, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies

against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the OWNER at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the OWNER should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the OWNER the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, _____.

ATTEST:

Secretary (Principal)

Typed Name

(CORPORATE SEAL)

(Witness to Principal)

Typed Name

ATTEST:

(Surety) Secretary

Typed Name

(CORPORATE SEAL)

Principal (Contractor)

By (Signature)

Typed Name and Title

Address

City, State, Zip

Telephone No. Facsimile No.

Surety

Telephone No. Facsimile No.

By: _____

Witness as to Surety

Attorney-in-Fact

Typed Name

Typed Name

Witness as to Surety

Address

Typed Name

City, State, Zip

Telephone No.

Facsimile No.

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

ATTACH a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

SECTION 00617

CONSENT OF SURETY TO FINAL PAYMENT

WE, the _____, having heretofore executed Performance and Payment Bonds for the Project known as _____, in the sum of _____ Dollars (\$ _____), hereby agree that the OWNER may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the OWNER from all liability to Surety resulting from full payment to CONTRACTOR. It is fully understood that the granting of the right to the OWNER to make payment of the final estimate to said contractor and/or his assigns, shall in no way relieve this surety company of its obligations under its bond, as set forth in the specifications, contract and bond pertaining to the above project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____.

Surety

Attorney-in-Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ of _____ (corporation), on behalf of the corporation, who is personally known to me or has produced _____ (Type of Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to before me this _____ day of _____, _____

(Signature)

(Print name) Notary Public in and for the County and State Aforementioned

My Commission Expires: _____

END OF SECTION

SECTION 00620

INSURANCE CERTIFICATION

Name of Project: Morningside Drive Water Main Replacement

Owner: Town of Montverde
17404 Sixth Street
Montverde, FL 34756

Engineer: Kimley-Horn and Associates
189 South Orange Ave. Suite 1000
Orlando, Florida 32801
Ph. 407-898-1151

THIS IS TO CERTIFY that the numbered policies identified by the attached Certificates of Insurance have been issued by the below stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions.

The insurance company hereby waives its rights of subrogation against the additional insured.

Named Insured

Insurance Company

Address City State Zip

By: _____
Signature of Authorized Representative

Printed or Typed Name of Authorized Representative (Attach Acknowledgment)

(Make additional copies of this form if more than one insurance company provides contract required insurance).

END OF SECTION

SECTION 00626

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Title _____

Bid No. _____

Owner: _____

Contractor: _____

Agreement Date: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof if construction is phased by contract: _____

ISSUED TO:

Contractor:

The work to which this Certificate applies has been inspected by authorized representatives of Contractor, Engineer, and Owner and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

_____ Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by Contractor within ___ days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____
Date

Engineer : Kimley-Horn and Associates

By: _____
(Signature)

(Printed Name and Title)

Executed by Owner on _____
Date

Owner: _____

By: _____
(Signature)

(Printed Name and Title)

Contractor accepts this Certificate of Substantial Completion on _____
Date

Contractor: _____

By: _____
(Signature)

(Printed Name and Title)

END OF SECTION

SECTION 00627

CERTIFICATE OF FINAL COMPLETION

Project Title _____

Bid No. _____

Owner: _____

Contractor: _____

Agreement Date: _____

This Certificate of Final Completion applies to all work under the Contract Documents or the following specified parts thereof if construction is phased by contract: _____

ISSUED TO:

Contractor:

The work to which this Certificate applies has been inspected by authorized representatives of Contractor, Engineer, and Owner and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

_____ Date of Final Completion

This Certificate constitutes an acceptance of Work except any and all latent defects, warranty work, maintenance, and other post Final Completion obligations of the Contractor under the Contract Documents.

Executed by Engineer on _____

Date

Engineer : Kimley-Horn and Associates

By: _____

(Signature)

_____ (Printed Name and Title)

Contractor accepts this Certificate of Final Completion on _____
Date

Contractor: _____

By: _____
(Signature)

(Printed Name and Title)

Accepted by Owner on _____
Date

Owner: _____

By: _____
(Signature)

(Printed Name and Title)

END OF SECTION

SECTION 00640

CONTRACTOR'S PARTIAL RELEASE OF LIEN FORM

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 1) _____, in consideration of the sum of 2) _____, and other valuable considerations and benefits to the undersigned accruing, do hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereafter have, against that certain real estate and the improvements thereof, situated in _____ County, State of _____, and described as 3) _____, on account of work and labor performed, and/or materials furnished in, to, or about the construction of any building or buildings situated thereon, or in improving said property above described, or any part thereof.

- 1) **CONTRACTOR**
- 2) **Amount of Work Completed through Previous Application for Payment**
- 3) *Name of Project identified in Instructions to Bidders*

It being the understanding of the undersigned that this is a Partial Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for labor, services, or materials furnished or work done up until 4) _____, (but not releasing or waiving charges for changes, additions, or extras), the undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said real estate, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Partial Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of improvements upon the aforesaid premises, to the extent of the payment herein referred to, have been fully paid.

- 4) **Date of Previous Application for Payment**

IN WITNESS WHEREOF, I/we have executed this instrument under seal this _____ day of _____, _____.

Authorized Representative (Signature)

Printed Name and Title

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____, _____ by _____ of _____
_____ (corporation), on behalf of the corporation, who is
personally known to me or has produced _____ (Type of
Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to before me this _____ day of _____, _____

(Signature)

(Print name) Notary Public in and for the County and State Aforementioned

My Commission Expires: _____

END OF SECTION

SECTION 00645

CONTRACTOR'S RELEASE OF LIEN (FINAL AND COMPLETE)

Before me, the undersigned authority in said County and State, appeared _____, who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of the State of _____, and is the CONTRACTOR on the Project known as 1) _____, located in _____ County, State of _____, under an Agreement with the OWNER, 2) _____, the date of said Agreement which is _____.

- 1) *Name of Project identified in Instructions to Bidders*
- 2) *Name of Owner*

Let it be known that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise under said contract. Deponent further says that the final estimate which has been submitted to the Owner simultaneously with the making of this affidavit constitutes all claims and demands against the Owner on account of said contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by contractor under the above contract. Deponent further agrees that all guarantees under this contract shall and be in full force from the date of this release as spelled out in the Contract Documents.

IN WITNESS WHEREOF, I/we have executed this instrument under seal this _____ day of _____, _____.

Authorized Representative (Signature)

Printed Name and Title

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____, _____ by _____ of _____
_____ (corporation), on behalf of the corporation, who is
personally known to me or has produced _____ (Type of
Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to before me this _____ day of _____, _____

(Signature)

(Print name) Notary Public in and for the County and State Aforementioned

My Commission Expires: _____

END OF SECTION

SECTION 00646

SUBCONTRACTOR / SUPPLIER'S RELEASE OF LIEN (FINAL AND COMPLETE)

Before me, the undersigned authority in said County and State, appeared _____, who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of the State of _____, and is a subcontractor and/or supplier on the Project known as 1) _____, located in _____ County, State of _____, for 2) _____.

- 3) *Name of Project identified in Instructions to Bidders*
- 4) *Name of Owner*

Said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said subcontractor / supplier and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as subcontractor / supplier or anyone in connection with the work done and materials furnished or otherwise under said contract. Deponent further says that the final estimate which has been submitted to the Owner simultaneously with the making of this affidavit constitutes all claims and demands against the Owner on account of said contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by contractor under the above contract.

IN WITNESS WHEREOF, I/we have executed this instrument under seal this _____ day of _____, _____.

Authorized Representative (Signature)

Printed Name and Title

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____, _____ by _____ of _____
_____ (corporation), on behalf of the corporation, who is
personally known to me or has produced _____ (Type of
Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to before me this _____ day of _____, _____

(Signature)

(Print name) Notary Public in and for the County and State Aforementioned

My Commission Expires: _____

END OF SECTION

SECTION 00950

CHANGE ORDER FORM

Change Order No. _____
Project Title _____
Bid No. _____
Owner: _____
Contractor: _____
Agreement Date: _____

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Contract Price	\$ _____
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$ _____
(3)	Total Proposed Change in Contract Price	\$ _____
(4)	New Contract Price (Item 2 + Item 3)	\$ _____
(5)	Original Contract Time	_____ Days
(6)	Current Contract Time (Adjusted by Previous Change Orders)	_____ Days
(7)	Total Proposed Change in Contract Time	_____ Days
(8)	New Contract Time (Item 6 + Item 7)	_____ Days
(9)	Original Contract Substantial Completion Date	_____
(10)	New Contract Substantial Completion Date	_____

CHANGES ORDERED

ITEM 1

Description of Change:

Reason for Change:

Change in Contract Price:

Change in Contract Time:

ITEM 2

Description of Change:

Reason for Change:

Change in Contract Price:

Change in Contract Time:

ITEM 3

Description of Change:

Reason for Change:

Change in Contract Price:

Change in Contract Time:

ITEM 4

Description of Change:

Reason for Change:

Change in Contract Price:

Change in Contract Time:

ITEM 5

Description of Change:

Reason for Change:

Change in Contract Price:

Change in Contract Time:

CHANGE ORDER SUMMARY			
No.	Description	Change in Contract Price	Change in Contract Time
1			
2			
3			
4			
5			
TOTAL		\$	Days

WAIVER This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

APPROVAL AND CHANGE ORDER AUTHORIZATION

ACKNOWLEDGMENTS

The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement and specifically changed by this Change Order; and

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

ATTEST:

Contractor

(Secretary)

Printed Name and Title of Officer

Date

By (Signature)

(Corporate Seal)

Date

ATTEST:

Owner

(Signature)

Printed Name and Title

Date

By (Signature)

(Seal)

Date

END OF SECTION

**SECTION 01110
SUMMARY OF WORK**

PART 1 GENERAL

1.01 Section Includes

Summary of work, other contracts, work sequence, operation of existing facilities, use of premises, coordination, cutting and patching.

1.02 Summary of Work

A. The Project consists of the construction of approximately 1120 linear feet of 6-inch water main along Morningside drive. Work includes, but is not limited to, installation of piping, fittings, valves, appurtenances, meters and meter boxes, service laterals and driveway replacement, as shown on the plans and further described in these specifications to complete a fully functional system.

1.03 Work Sequence

The Contractor's sequence of work may be of his choosing in order to complete the work in the allowed time frame while accommodating other contractors on site. The existing force mains on site must remain fully functional at all times. The standard work hours shall be from 7am to 4pm, Monday through Friday unless otherwise approved by the Owner.

1.04 Operation of Existing Facilities

The Owner shall be able to operate existing facilities 24 hours per day, 7 days per week.

1.05 Contractor Use of Premises

Confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Contract Documents. Do not unreasonably encumber the site with materials or equipment. Do not load structures with weight that will endanger the structure. The Contractor shall assume full responsibility for protection and safekeeping of products stored on the job site.

1.06 Coordination

The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, and suppliers and to assure compliance with schedules.

- A. The coordination requirements of this Section are in addition to the requirements of the General Conditions, and Special Conditions.
- B. It is the Contractor's responsibility to coordinate with all the utilities regarding locates, testing, or relocations.

1.07 Cutting and Patching

- A. Cutting and patching for inspection and testing and the payment therefore shall be as specified in the General Conditions, and Special Conditions.
- B. The Contractor shall, at no additional expense to the Owner, perform cutting and patching necessary to the completion of the Project. Perform cutting and patching in a manner to prevent damage to the structure or previously completed work.
- C. Refinish surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Section Includes

Measurement and payment provisions, schedule of values

1.02 General Measurement and Payment Provisions

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made as a lump sum which will be complete payment for all work called for or reasonably inferable from the Contract Documents and other work will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease the work to be performed to accord with such changes, including deductions or additions to the scope of work outlined in the Contract Documents. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. Changes resulting in changes in the scope or quantities of Work or time or other conditions of work will be basis for consideration of a Change Order which is to be negotiated and executed before proceeding with the work. A supplemental agreement between the Contractor and the Owner will be required when such changes meet the conditions described in the Supplementary Conditions. Work which has not been authorized by a written Change Order will not be subsequently considered for additional payment.
- C. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- D. If the Contractor makes a claim for an extra or additional cost and requests a Change Order be issued prior to performing the work, and the ENGINEER and/or OWNER renders a decision denying such request, the CONTRACTOR must notify the Engineer in writing within 3 days of the time that the CONTRACTOR is informed of the Engineer's decision. Otherwise the Owner will not consider any such difference as a claim for a Change Order or additional payment or time. Any such written notice received by the Engineer from the Contractor within the 3-day period shall be just reason for the Engineer to re-evaluate his previous decision.
- E. Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced price, all at the discretion of the Engineer.

- F. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with plans and specifications.
- G. A preliminary monthly application for payment shall be submitted to the Owner/Engineer for review five (5) days prior to the submittal for approval of the Contractor's monthly payment request.

1.03 Schedule of Values

Submit Schedule of Values for approval prior to commencing construction. As a minimum, include those values reported on the Bid Form. The Schedule of Values shall be the basis for making payment applications and establishing prices for Change Orders.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01310

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 Section Includes

Meetings, construction progress documentation, submittals, record documents.

1.02 Preconstruction Meeting

The Owner will schedule a preconstruction meeting prior to beginning the Work to review shop drawing procedures, submittal requirements, and construction administration requirements (project coordination and communication). The Contractor shall bring to the preconstruction meeting the proposed construction schedule, which will be reviewed with the Owner during the meeting, and shop drawings.

1.03 Definitions

- A. Shop Drawings - Shop drawings are original drawings, prepared by the Contractor, a subcontractor, supplier, or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details. Shop drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Contract Drawings
- B. Product Data - Product data are manufacturer's standard schematic drawings and manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Catalog sheets, brochures, etc., shall be clearly marked to identify pertinent materials, products, or models.
- C. Samples - Samples are physical examples to illustrate materials, equipment, or workmanship and to establish standards by which work is to be evaluated.

1.04 Submittal Requirements

- A. Prior to submission, thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents. Verify all field measurements, quantities, dimensions, specified performance criteria, fabrication, shipping, handling, storage, assembly, installation, and safety requirements.
- B. Coordinate the submittals with the requirements for other related work.
- C. Notify the Engineer, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents. The Contractor's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the Engineer's review of submittals, unless the Engineer gives written acceptance of specific deviations.

- D. Submit at least six (6) copies of each shop drawing and product data. The specific number of copies required of all submittals will be determined during the preconstruction meeting. Submit the number of samples indicated in the individual Specification Sections.
- E. Where a specific product manufacturer and model number is listed in individual specification sections and is proposed by the Contractor to be used, full submittal of product data is not required. In this case, submit in letter format the name of the product, manufacturer, model number, specification section, and name of project. Certify the identified product is proposed to be used in the project.
- F. Shop drawings, product data, and samples shall be accompanied by a letter of transmittal referring to the name of the project and to the specification page number and/or Drawing number for identification of each item. Submittals for each type of work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions.
- G. Submittals shall bear the Contractor's stamp of approval certifying that they have been checked and indicate appropriate specification section and/or drawing location. Submittals without the Contractor's initialed or signed certification stamp and submittals which, in the Engineer's opinion, are incomplete, contain numerous errors or have not been properly checked, will be returned unchecked by the Engineer for resubmission.
- H. Begin no work that requires submittals until return of submittals with Engineer stamp and initials or signature indicating the submittal has been approved.

1.05 Engineer Review of Submittals

- A. Engineer's review and approval of submittals will not extend to means, methods, techniques, sequences, procedures of construction, or to safety precautions.
- B. The review and approval of a separate item will not indicate approval of the assembly in which the item functions. Engineer's review and approval of submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents.
- C. The Engineer will review submittals with reasonable promptness. The Engineer's review of submittals shall not be construed as a complete check and shall not relieve the Contractor from responsibility for complete compliance with the Contract requirements.
- D. No corrections, changes, or deviations indicated on submittals reviewed by the Engineer shall be considered as a change order.
- E. Where review of submittals is required by the Owner of other agencies, the Engineer will forward the appropriate submittal(s) to these parties after Engineer review. Once review of all parties is complete, the submittal(s) will be returned to the Contractor reflecting the review of all parties

- F. If the submittal is not satisfactory, one copy of the submitted item will be retained by the Engineer and all other copies returned to the Contractor for appropriate action.
- G. In the event a third submittal is required, due to previous submittals of incomplete or incorrect data or not in compliance with the Contract Documents, the Contractor will be charged one half of the cost incurred by the Engineer for the review of the third submittal. The Contractor shall bear the total cost incurred by the Engineer for all subsequent reviews. The Engineer costs charged to the Contractor will be at the cost plus rate generally charged by the Engineer and will be deducted by the Owner from payments due to the Contractor.
- H. Distribution of copies of acceptable submittals will be as mutually determined by the Contractor, Owner, and Engineer on an individual item basis during or following the preconstruction conference.

1.06 Progress Meetings

- A. The frequency of progress meetings shall be determined during the preconstruction meeting. As a minimum, progress meetings shall be held once per month during construction.
- B. The Contractor and Owner shall attend the progress meetings.
- C. As the Work progresses, the Contractor shall mark on a set of Contract Documents all changes from the Contract Documents.
- D. Mark on the Contract Drawings all changes in direction and location of structure, piping, equipment, electrical, and mechanical work.
- E. If requested, mark on the Specifications the manufacturer, trade name, catalog, and supplier of each product actually installed, and mark changes made by Change Order or Field Order.
- F. At the completion of the Work, deliver the marked up drawings documenting as-built information, measured by a licensed Surveyor, to the Engineer, in good condition and free from any extraneous notation. The as-built information is to include, but not be limited to, the following:

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01315

PRECONSTRUCTION VIDEO

PART 1 GENERAL

1.01 Description

- A. Provide continuous color audio-DVD recording along the entire length of all proposed work areas prior to construction to serve as a record of pre-construction conditions.
- B. Supplement audio video recording with digital color photographs for areas which require details not ascertainable on the DVD.

1.02 Related Requirements

Section 01310 - Administrative Requirements

1.03 Definitions

Construction Area = All areas used for construction of the proposed improvements, temporary construction, stockpile areas, staging and storage areas, and entry and exit points used by equipment, delivery vehicles, service vehicles, and other vehicles used for transport of labor, equipment, and materials to the job site.

1.04 Qualifications

The preconstruction audio-video recording shall be of professional quality that will clearly log an accurate visual description of existing conditions. Any portion of the digital recording that is determined by the Owner or Engineer to be not acceptable in the documentation of the existing condition shall be re-filmed at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 General

The total video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The digital portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection. The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and be free from distortion. The recording system shall utilize EIA standard video and RGB compatible video.

2.02 Camera

The camera used in the recording system shall be capable of recording in true color and on standard format DVD.

2.03 Recorder

The recording shall be made with a DVD-based DVR. The recorder shall record the color signal with a minimum horizontal resolution of 720, 4:3 lines, aspect ratio, MPEG-2 video, stored at a resolution of 720 x 480 (NTSC). Audio shall be recorded using Dolby Digital (AC-3) minimum.

2.04 Video Disk

The video disk used for the recordings shall be high resolution, extended still frame capable. The video disk shall be new and thus shall not have been used for any previous recording.

2.05 Video Playback Compatibility

The recorded DVD shall be compatible for playback with any TV Standard DVD player.

PART 3 EXECUTION

3.01 General

- A. The recordings shall contain coverage of all surface features located within the construction area and extend outward a minimum of 30-ft outside the construction area plus all off road access routes used to reach the construction area. The recording shall include all surface conditions supported by appropriate audio description.
- B. The surface features documented in the recordings shall include, but not be limited to, all driveways, sidewalk, curb, gutter, buildings, walls, storage sheds, swales, culverts, headwalls, landscaping, trees, shrubbery, pull boxes, valve boxes, concrete pads, power poles, mailboxes, and fences.
- C. The recordings shall also document the existence or nonexistence of any faults, fractures, or defects, and existing man made material such as debris, construction stockpiles, trash, and fuel containers.
- D. Each video recording of each DVD shall be a simultaneous recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the feature being shown in the video portion of the recording. The audio recording also shall be free from any conversations between the camera operator and any other production technicians.
- E. All DVDs shall be permanently labeled and shall be properly identified by video number, project title, and date(s) of the recording.
- F. Each video shall have a log of that video's contents. The log shall describe the various segments of coverage contained on that video in terms of the names of streets or easements, coverage beginning and end, directions of coverage, and video unit counter numbers.

END OF SECTION

SECTION 01320

PROJECT COMPLETION SCHEDULE

PART 1 GENERAL

1.01 Section Includes

Project Completion Scheduling

1.02 Submittals

- A. Prior to construction, prepare schedule of all major activities needed to complete project. Include major material and equipment order and delivery times. Submit to Owner no later than the date of the preconstruction conference.
- B. Schedule to utilize Critical Path Method formatted by establishing a precedence diagram, which is time scaled. Include on schedule activity start dates, stop dates, and duration; critical path; float; delivery schedules. Include submittal dates and durations for components with extended lead times in schedule.
- C. Project substantial and final completion dates shown on schedule shall be same as or earlier than the contractual dates.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 Monitoring and Updating of Schedule

- A. Float shown on the schedule belongs to the project.
- B. Progress data shall be accumulated to update the schedule on a monthly basis, prior to submittal of the application for payment. Progress data shall include:
 - 1. Activities started
 - 2. Activities completed.
 - 3. Predicted activity starts
 - 4. Predicted activity completions
 - 5. Changes in original duration for specific activities
 - 6. Changes in activity sequences
 - 7. Percent complete on activities
- C. Update of schedule to include effect of the progress projected for the next two (2) reporting periods.

END OF SECTION

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 Section Includes

Regulatory requirements, project permits.

1.02 Related Sections

Section 01415 - Stormwater Pollution Prevention / NPDES Requirements

1.03 Requirements of Regulatory Agencies

- A. Whenever the Drawings and Specifications conflict with the requirements of the permit, then the requirements of the permit shall govern and the cost of abiding by the provisions of the permit shall be considered incidental to the Contract.
- B. All electrical apparatus and wiring pertaining to a piece of equipment or an appliance furnished and installed under this Contract shall comply with the National Electrical Code and shall be listed by Underwriters Laboratories or bear the approval of a recognized Testing Laboratory approved by the Engineer.
- C. All construction projects 1 or more acres in size that discharge to offsite areas are required to abide by the provisions of the National Pollution Discharge Elimination System (NPDES) General Permit.

1.04 Project Permits

- A. The following permits will be obtained for the construction of the project, and will be made available to the Contractor:
 - 1. FDEP Water Construction Permit
- B. The Contractor shall review and become familiar with all permits for the Project, complete with all conditions, attachments, exhibits and permit modifications. A copy of all permits for the Project shall be maintained by the Contractor at the project site, and shall be available for review upon request.
- C. The Contractor shall be fully responsible to abide by all provisions of the permits. The Contractor is responsible for the selection, implementation and operation of all measures required by the permits, including the maintenance of said measures as necessary during construction. No additional compensation will be allowed for any work associated with permit requirements.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01420

REFERENCES

PART 1 GENERAL

1.01 Section Includes

Referenced standards and abbreviations.

1.02 Referenced Standards

- A. Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.
- B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

1.03 Abbreviations

The following are definitions of abbreviations used within the Project Manual:

AA	Aluminum Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ANSI	American National Standard Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Florida Statutes
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PS	United States Products Standards
SSPC	Structural Steel Painting Council
UL	Underwriter's Laboratories, Inc.
FDOT Specification	FDOT Standard Specification for Road and Bridge Construction, latest edition
FDOT Index	FDOT Roadway and Traffic Design Standards, latest edition

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01450
QUALITY CONTROL

PART 1 GENERAL

1.01 Section Includes

Quality control, quality assurance

1.02 Quality Control

- A. It is the Contractor's responsibility to perform all work to a degree and in a manner that satisfies and complies with the Project requirements.
- B. The Contractor will be responsible to provide a quality control program to determine the compaction procedures necessary to obtain the specified compaction.
- C. The Contractor will employ and pay for a soils testing laboratory to perform testing services outlined in these Contract Documents which will be submitted to the Owner and Engineer for review.
- D. The Contractor is solely responsible for coordinating testing needed with the Owner.
- E. The Contractor shall cooperate with the Owner and make the work and samples available for testing at no additional cost.
- F. The Contractor is responsible for all testing costs where re-testing is needed due to failing tests.

1.03 Quality Assurance

- A. The Owner reserves the right to have additional tests made beyond those specified in the Contract Documents. The Contractor shall cooperate with the Owner and make the work and samples available for testing at no additional cost in case the Owner chooses to have additional Owner furnished testing performed. It is the sole responsibility of the Contractor to see that his work meets all provisions of the Contract Documents.
- B. The Contractor shall cooperate with the soils laboratory personnel and provide access to the work to be tested. The Contractor shall notify the Engineer and Owner's testing laboratory sufficiently in advance of operations to allow scheduling of tests. The Contractor shall furnish casual labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

1.04 Testing of Materials

- A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received. If no ASTM Standards apply, applicable standard methods of the Federal Government or of other recognized agencies shall be used.
- B. Testing of materials shall be made by a representative of the Contractor. Testing of equipment shall be the responsibility of the Contractor or an authorized manufacturer's representative. All test results shall be furnished to the Engineer in writing. The Contractor shall provide facilities required to collect and forward samples. The Contractor shall furnish the required samples without charge.
- C. The Contractor shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.
- D. Materials to be tested and the applicable test procedure shall be as outlined in the individual sections of these Specifications.

1.05 Source and Quality of Materials and Equipment

- A. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the Engineer before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications.
- B. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the work. If in place, faulty materials shall be removed by the Contractor at his expense and replaced with acceptable material unless permitted otherwise by the Owner. No defective materials that have been subsequently corrected shall be reused until approval has been given.
- C. Upon failure of the Contractor to comply immediately with any order of the Engineer to remove and replace defective material, the Owner shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor. Failure to reject any defective materials or work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate the Owner to final acceptance.

1.06 Additional Testing

In addition to soils laboratory and materials testing, the Contractor shall perform other testing called for in the Contract Documents including but not limited to piping, pressure, leakage, infiltration and exfiltration, as appropriate.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01520

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 Section Includes

Construction facilities, controls, temporary utilities, project identification signs, field office and storage sheds, storage of materials and equipment.

1.02 Related Sections

1.03 Submittals

- A. Prior to installation of construction facilities and temporary controls, submit the following items for review and approval:
- B. Project identification sign – Not required

1.04 Construction Facilities and Temporary Controls

All construction facilities and temporary controls remain the property of the Contractor establishing them and shall be maintained in a safe and useful condition until removed from the construction site.

1.05 Removal of Temporary Construction

Remove the various temporary facilities, services, and controls and legally dispose of them as soon as the Engineer deems permissible. Portions of the site used for temporary facilities shall be properly reconditioned and restored to a condition acceptable to the Engineer.

1.06 Transportation and Handling

- A. Manufactured materials and products shall be delivered to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact.
- B. Materials other than those designated within the Specifications or approved by the Engineer shall not be delivered to the project site.

1.07 Storage and Protection

- A. The Contractor shall be responsible for protection and preservation of all materials until final acceptance of the Project. Any damage to work prior to acceptance shall be remedied by the Contractor at no additional cost to the Owner.

- B. Provide temporary weather-tight enclosures to protect work from damage by the elements, and protect finished surfaces to prevent any damage resulting from the work of any trade.

1.08 Security

- A. Contractor shall, at all times, be responsible for the security required in all project areas and shall provide all reasonable protection to prevent damage, injury or loss to employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any subcontractors; and any other property under the care, custody or control of the Contractor or any subcontractors. Contractor shall be responsible for such security and safety until final acceptance of the Work.
- B. Full time watchmen will not be specifically required as a part of the Contract, but the Contractor shall provide inspection of work area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

PART 2 PRODUCTS

2.01 Temporary Electric Service

- A. Furnish and maintain temporary lighting and power required to perform the Work. Include in the Bid all costs for providing temporary electrical service.
- B. Temporary service shall include protective enclosures, branch wiring, outlets, lamps, and grounding as required by NEC and Local Electrical Codes.

2.02 Temporary Heating

The Contractor shall furnish fuel or power and provide and operate all temporary heating units. Heat shall be provided as necessary to perform the Work. Temporary heating units shall be adequately vented and approved devices which will not damage finished areas. The Contractor shall also furnish all tarpaulins and temporary enclosures necessary to provide this protection.

2.03 Temporary Ventilation

The Contractor shall provide, operate, and furnish power for temporary ventilation required for the proper installation and curing of materials and safety of workmen.

2.04 Temporary Water

- A. Provide a temporary water distribution system for all construction purposes and pay for all water used. Obtain temporary meters from the Owner as required and pay all associated fees.

- B. Furnish potable drinking water in suitable dispensers and with cups for use of all employees at the job.
- C. Provide all temporary piping, hoses, etc., required to transport water to the point of usage by all trades.

2.05 Temporary Sanitary Facilities

Provide temporary toilet facilities as required. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Enough chemical toilets shall be provided to conveniently serve the needs of all personnel. Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances.

2.06 Temporary Pumping and Site Drainage

Keep the site free from water at all times to permit continuous access and to prevent damage to the work.

2.07 Material Hoists and Cranes

- A. Provide material hoists required for normal use by all trades and employ skilled hoist operators. Provide all necessary guards, signals, safety devices, etc., required for safe hoist operation. The construction and operation of material hoists shall be in accordance with the applicable ANSI Standards, the "Manual Code of Accident Prevention in Construction" of the Associated General Contractors of America, OSHA, and of other Federal, State, and municipal codes or ordinances. The Contractor shall prohibit the use of hoists for transporting personnel. Hoists shall be located to avoid risk of damage to completed work.
- B. Special rigging and hoisting facilities shall be provided by each trade requiring their use.

2.08 Temporary Runways, Scaffolding, and Ladders

- A. Provide temporary ladders, ramps, and runways as required for performance and inspection of the work. The above facilities shall be constructed and maintained in accordance with the applicable Federal, State, and Municipal regulations and codes.
- B. Furnish, erect, and maintain all scaffolding required for this work. Scaffolding shall be constructed and maintained in accordance with applicable State and Federal laws and local ordinances. Scaffolding shall be promptly removed after serving its purpose.
- C. The structural strength and safety of scaffolding, runways, covers, railings, ladders, stairs, etc., and compliance with law shall be the sole responsibility of the Contractor.

2.09 Temporary Chutes

No materials shall be dropped from structures except through enclosed wooden or metal chutes which shall be provided and maintained as required for the performance of the work by the various trades.

2.10 Project Identification Sign – N/A

2.11 Contractor's Field Office and Storage Sheds

The Contractor shall provide field office and storage sheds as needed for the performance of the Work and protection of materials and equipment.

2.12 Owner / Engineer Field Office – N/A

PART 3 EXECUTION

3.01 Access Roads and Parking Areas

- A. Construct temporary roadways and parking areas within the site as required to provide proper access to the site for delivery of material and equipment of all trades.
- B. At completion of the work or when directed by the Engineer, surfacing and sub-base material used for the temporary road and parking areas shall be removed, unless otherwise approved by the Engineer.

END OF SECTION

SECTION 01630

PRODUCT SELECTION AND SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 Section Includes

Product selection and substitution procedures

1.02 Product Selection

- A. Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, new at the time of installation.
- B. To the fullest extent possible, provide products of the same kind from a single source.
- C. Compatibility among product options is required. Where more than one choice is available as options during product selection, select an option which is compatible with other products and materials already selected.
- D. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
- E. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- F. Where Contract Documents are at variance with specific manufacturer's details and installation procedures, contact Engineer for resolution prior to start of work.
- G. For products specified by naming a number of products and manufacturers and "or equal", select any of the products and manufacturers listed, or propose a substitution. If the Contractor wishes to propose a substitution, the Contractor must submit a request for product substitution for approval by the Engineer and Owner.
- H. For products specified naming only one product and manufacturer or a number of products and manufacturers without the "or equal" allowance, no substitutes are allowed.
- I. For products specified by reference standards only, the Contractor may provide any product complying with the specified standard.
- J. For products specified by performance and descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any manufacturer complying with the Contract Documents, subject to the review of product data and concurrence by the Engineer as specified herein.

1.03 Substitutions

- A. The intent of these Specifications is to provide the OWNER with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- B. If the Contractor wishes to provide a product other than one named in the Specifications, he shall submit sufficient information to the Engineer for evaluation and determination of acceptability of the product prior to Bid Opening.
- C. The Contractor is responsible for obtaining information required by the Engineer for the evaluation of products. The Engineer is responsible for determination of the equality of products, and his decision shall be final, except as otherwise provided by law and funding agency regulations.
- D. Substitution requests can be made after Bid Opening when:
 - 1. A specified product is no longer available
 - 2. The product cannot be delivered by the manufacturer in a timely manner
 - 3. The product is found to be incompatible with other specified products
 - 4. Proposed substitutions will yield a cost savings to the Owner
- E. The Contractor shall be responsible for the constructability and performance of any substitute materials requested by the Contractor and approved by the Engineer or by the Owner. The Contractor shall ensure that any approved substitute materials will perform to the intent of the specified materials, at no additional cost or time to the Owner, including the costs of installation, testing, repair, or correction of the utility system due to the performance or lack thereof of the substitute material.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01750
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 Section Includes

Substantial completion requirements, clean-up, final completion requirements, closeout submittals

1.02 Clean-Up Operations

- A. The entire project site shall be thoroughly cleaned at the completion of the work.
- B. Clean all installed pipelines, structures, sidewalks, paved areas, accumulated silt in ponds, plus all adjacent areas affected by construction, as directed by the Owner or jurisdictional agency. Equipment to clean these surfaces shall be subject to approval by the Owner.

1.03 Substantial Completion Requirements

- A. Complete the following before requesting the inspection for certification of substantial completion.
 - 1. Submit as-built drawings.
 - 2. Deliver tools, spare parts, extra stocks of material and similar physical items to the Owner.
 - 3. Complete required cleaning and testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups, and similar elements.
 - 4. Complete final cleaning up requirements, including touch-up painting of marred surfaces.
 - 5. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Work is not substantially complete until regulatory agency letters of clearance for placing systems into service are received by the Owner.

1.04 Closeout Submittals

- A. Upon completion of the project, or portions thereof, the Contractor shall transfer to the Owner all applicable items accumulated throughout construction. These include but are not limited to the following items:
 - 1. Service manuals, installation instructions, special tools, and specialties.
 - 2. Spare parts ordered as part of this Contract.
 - 3. Submittal of the Material and Workmanship Bond.

4. Submittal of manufacturers' guarantees, bonds, and letters of coverage extending beyond the time limitations of the Contractor's guarantee.
5. Delivery of any salvaged or borrowed materials or equipment to the Owner
6. Record documents of completed facilities.
7. All keys to all doors, gates, and equipment.
8. Checklist indicating satisfactory completion of all unfinished items from the final inspection.
9. Waivers of lien from Contractor plus all Subcontractors and Suppliers.
10. Consent of Surety.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION